EXHIBIT "2"

## CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

prod PARS 1947 by SYNCOAT MITONAL DU COMMENZ EXTERIUR DES CEREALES
1980, 1974, 1990 and 2000 in spharmer was COMTECOSTRUL DES ARMATEURS DE FRANCE
IN WIN Chambro Arbitalle Maritane de Paris and the Franch Charlesing and s. 8. 9. Tembers Association

1. Shipt	roker(s)	and security Princip Checkstring and S. & P. Brokers' Association	
Angl	omer Shipping Ltd., London	Peace and date of Charter Party     London (4th AUGUST 2006	PART
	its and place of business (state this style and address) (Ol. 1) ersal Mavigation sponent Owners	4. Chartarers and place of business (state full style and address) (Q.,1) Sundareons Nigeria, Ltd.	<del></del>
5. Vespel	Same (Q. 1) my CRUISER		
	les: Panama 1982 Hellank	5. First layday date (CL 6) 12 <sup>th</sup> August 2006	
शा <i>।</i> दाः <b>१</b> इ	904/8,834	Cancelling date (CLO) 22 <sup>nd</sup> August 2008	
	WT: See Clause 29	7. Present position / expected ready to loss (C_1) tracking	
8. Loading Keling	port(s) (Cl. 2)	9. Atvence notices (C. 7)	······································
B) Always a	licat (") b) "safely aground" (")	- all keed port to:	
i safe b	ing pon(s) (CL 3) enh Lugos pice 1 sb Port Harcount	`	
	ost (.) p) , extent advocing, (.)	-at discharging port: number of days / to; 7	
	ture and quentities (CL 2)	12. Freight rate (C. 4) USD 69.00 per metric ton free in and out free stowed basis 1 load/2 discharge	
. Freight ra	b) Maximum in bage for abusege (*)  b) payment (plate currency and method of payment, beneficier		
and bank: See Class	emphysical (CT 14)	7 14. Leading rate (Cl. 3) 2000 metric tone pwwd shox . See visc Charge 8	
	•	15. Decharging rate (CL.S) 1900 metric tons pewed safrex. See also Cisarse \$.	
·		16. Damurrage / Despirich money (Cl. 9) U60 s,800 pdpr / hdwfabe	_
Sec Ciaus		18. Aganta at discharging port(s) (QL 13) See Chause 62	<u> </u>
exita esent	aroo, meximum (Q. [4]	20. Brokenge commission and to whom payable (12.15) 1.25% to Anglomar Shipping Ltd. to be decucted from freight	
Address Co 2.5% to Ch	nvission (C. 16) arterers to be deducted from freight		
winbars of Additional	the additional clauses covering special provisions, if any agree	a) Deductible (") b) Non-deductible (")	
	clauses from clause 29 to clause 56 are deemed to be inco sed that this Charter Party shall be performed subject to the recovery states in Box 22-Indite savest of a receiver of		
Cwners	Manuscript India 18/11/20 (S. 18/15) (18)	The exp	ional ni of
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	For the Charterers	

OTRACOMEX:	2000=	Continent Grain Charterparty	7 1965	
1. Owners, Charterers				
It is the day agreed between the party designated in Box 3,		Cargo shall be discharged at the risk and expense of		
		Receivers/Charterers at the average rate stated in Box 15, 1000 metric tone per weather working day bate vices with 15, 1000	6	1
		or the tone per weather working day bests vessels genr as genr	5	2
THAT	5	. with 185 G	¢.	
2. Loading Port(s) and Cargo		Signate they be undertaken.	. 4	'n
109 68t0 Vessel being tight plantage and the	6	Stowage shall be under Master's direction and res-	6	
the voyage, shall with all convenient speed proceed to the	7	ponelpility. Shippers's and/or Charterers' representatives have the right to be on board the light.	- U-	
place designated in San-9, which in case of named pon(s).  I safe benth / safe amphorage Kalifacian	ä	discharging or lightering for the vessel during loading.	66	
1 safe herm / safe anchorage Kakinada	ş	Carpo end/or welching the purpose of inspecting the	67	
Owners addressed as safe and suitable for this Vessel and there load absent affects	10	to work overtime such more and Chinters are slicined	86	
Deen concilinative and in Day of Calcily Sprounce has	11	the party parieting same at the party of socount of	69	
What of archorage or Charles, in Such safe berth, dock	12	overtime shall be for Charterers' account. Overtime services	70	
Shippers may direct a full-and constitution of	13		71	
Shippets may direct a full-orate or mer Agents or tons-15,000 more tons-15,000 more tense min/maxiumum of bagged Rice, Exact quantity as per actual stowage factor which Charterers advise to not guarantee as 51. To be declarated account of the property of the control of the co			72 73	
no not guarantee as 841 To be destinated Charles advise by	R.	6. Laydays, Cancelling	, •	
at 1080 bott at mbest	Ĺ	At post of loading lautions ob as	74	
and/or more and/or me and/or nodey us described in Box		on the layday date stated in Box 5 and in any case not Balancing to be noticed in the stated in the stated in the stated in the state of the state o	75	
11. in motifs tons (5 % more or loce in Owners' option) in bulk.	15	Balance the date notified by the 40 days notice as per Clause 7.  Should the Vessel's notice of the 40 days notice as per Clause 7.	76	
Shippers have the option of using a pecond care both. The	15	Should the Vessel's notice of readiness not be validly tendered as per Clause 2.	77	
	17		75	
	18		79	
	18 20	Option of cancalling this charter at any time thereafter, but	80	
and on their time all that is required for earle stowage of	21	not ister than one hour after the notice is validly tendered.	81	
	22	7 Vancous Daniel Daniel De la Contraction de la	52	
	28	7. Vessel's Positions , Notices	83	
stow and carry over and above her bunkers, apparel, stores,	24	Master and/or Owners shall give 10 days and theresher 5/4/3/2/1 days and 12 hours notice of Veneza	54	
provisions and accommodation. The whole cargo shall be	25	days and 12 hours notice of Vessers expected readiness to load the	10 BB	:
All cargo on board to be degreed.	26	PUTV desicrated in the e		
TWINGING A COMPANIES OF PARKET	27	Masier and Vor Compression in the Compression of th	66	
the following shall apply:	28	Expacted Time of Arrival (ETA) at discharging port as apacitied in Bow & Ito be arrival discharging port as	47	
Charles to the Control of the Contro	29	APCONSO IN PLANT HE WAS THE WAS TO SHARE SEED AS	88	
539906 cargo not exceeding the quantity specified in Box	30	MANUAL MILLION LIMBOR PROPERTY AND AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADD	89	
11. Which shall be stowed at their risk and expense. The	31	Advice of any substantial change in Vessel's ETA at loading and at discharging cons	80	
	32 33	and at discharging ports.	91	
on Vessel and Owners, unless error or fraud be proved.		8. Laytima	92	
3. Discharging Port(s)	34	Vesters terifor action as	23	
SRIPO to Income the transport	35	Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or because	94	
Being so leaded, the Vessel shall proceed with all convenient speed direct to the place-designated in Ber 10, 1 safe berth Lagos Charlotter Track is land plus 1 safe berth Part harcourt	36	Construction of the Arrange of the	95	
including Vinasa late 1 Transfer in BES 10, 1 Safe harth I ness	37		98	
		and 17,00 hours recommend through Friday, between 08.00	87	
moters salt water which in		OR OF CHAIR OWNERS CANADA		
case of named portis) Owners acknowledge as safe and	38	bearen 68.00 haurs and 12.00 hours on Saturdays unless	95	
suitable for this Vessel, and there discharge the cargo	39	a Holdey Saturday 12.00 hours to Monday 8800 hrs Ell clause to apply both ends	49	
stivers after, unless taken aground has been specifically agreed in Box 19. In such safe barn, dock, what or	40	GUCH ROLICE Of readingues = b = v b	100	
	41	Vessel is in the loading or discharging betth and in all respects ready to loading house.		
direct. Receivers have the option of using a second cafe boots, The line for this option of using a second cafe	42	respects ready to load/discharging beth and in all respects ready to load/discharge. At both ends if the beth is congested nurseachable Mester has the right to tender N.O.R from whether in both or not, whether in port of pol, whether free professor on the whole or not, whether in port of pol, whether free training or that it is not not.	101	
berth, The line for shifting between the two berthe shell	43	the anchorage market Master has the right to tender NO E form	102	
count as laytime, but shifting axpenses shall be for Vessel's	44	whether in both or not, whether in part or not, whether free the part or not, whether customs cleared as not, whether tree		
CT-COLORITE	45	pratique or not, whether customs cleared or not, whether free chippens		
, Freight	46	Charles as the control of the contro		
The freight agrood under this Charter Party shall be as stated in Box 12, nor matte to	47	Charterers or their Agents have the privilege to inspect.	105	
stated in Box 12, per metric ton on nett 8th of Lading weight and shall be deemed earned as need to a control of the shall be deemed earned as need to a control of the shall be deemed as need to a control of the shall be deemed as need to a control of the shall be deemed as need to a control of the shall be deemed as need to a control of the shall be deemed as need to be shall be s	48	Continued most and advantage of the Continued Land	104	
and shall be deemed earned as cargo is loaded on board, prepaid discountiess and not extend to board,	49		194	
	60			
cargo tost or not lost	51	Surveyors, sed-roject the notice when holds survey by their P&I		
The Ireight shall be paid as per Clause 47. as specified in Box 15. All charges and duce leved on the growth that	52	the same	105	
All charges and dute lavied on the carge-chall be for	53 54	In age of the stimmer	105	
Charteres account and those levied on the Vessel	55 55	independent surveyor to be appointed whose Settlers and the Owners P&I surveyor to be appointed whose Settlers and himbards.		
THE PROPERTY OF THE PROPERTY O	56			
Loading and Discharging		binding for both parties. In case any deficiency, then same to be promptly made good by the Owners and any time lost from the limb of rejection till the time of accentance.		
Cargo Shall he logged annua to	57	with the latter than the same of the same in the same		
right and expense of Shippers/Charlerers at the average	58	in constant as in the second of the count as leytime		
rate stated in 80x 141500302000/1000 metric tions per weather	59	about Vesania randinger to the state of the control	07	٠
rrking day basis vesset's gear as described Sundays and	60	bearing the easis. If the rejection of notice of readiness is undisputed by confirmed in the research of notice of readiness is	06	
lidays excitated. See also Clause 8 westher pormitting.		undisputed or confirmed by surveyor the taylime will only start to count after the Vessel has surveyor the taylime will only	06	
document is a computer panerated CVSLs represent		start to count after the Vessel has validly tendence armin	10	

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## "SYNACOMEX 2000" Continent Grain Charterparty

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Only when the loading and/or discharging bath is	11		***
	11.		188
respects ready and most bandor water the party is in bit	, ,		169
	111		170 1*1
port or not, whether in berth or not, whether in whether cushing	11	boom detpoted in the cargo prior to out a funigation.	
whether customs	ROE 117	12. Lights and Gear	172
Cleared or not.		Wishman remained to a second	173
Leylime shall commence at 14.60-13.00 hours if notice of readiness to hand applies that	116	Wisnever required, Vessel small supply free use of lights	174
	715		175
	120	Provided described as geared, Vessel, whenever required, shall supply free use of all courses.	176
day if notice of readiness is validly lendered after 12.00	121	shall supply free use of all cargo handing gear on board, in good working order, with the constraint gear on board, in	177
	122	good working order, with the necessary power, and of numbers, Power, and signer as a signe	178
not count. At loading port Laytime shall not count between 12.0	123		179
hours on	0 124	be used to drive the gear, at Shippers/Charterers/	180
Saturdays or 17 12.00 hours on days preceding a Holiday and 08.00 hours on Manday as the following	***	Receivers' account Any time actually lost on account of breakdown of Vessel's personal by lost on account of	181
A discharge was nothing will be a series at the series and the series are series are series and the series are series are series and the series are	1231 2011 - 100		182
		incurred thereby shall be for the standby time charges	183
08.00 hours on Monday or the following working day, even if us	id	incurred thereby shall be for Owners' account. The Gear's / Cransibreakdown then laytime not to count but aways on prorate basis	a's 184
o warend ear, crem at the	ed.	the most to count out always on prorata basi	s
######################################		14. Agencies	
which case half time actually used chall count.		At leading port. Vessel shall be considered to the Agents	185
THE PARTY OF THE P	127		186
of the majorie shall not count as the cales the	128	At discharge part Manual enalls	187
Any delays caused by ice, floods, quarantne, or cases of "for majoure" shall not count as layting unless	129	At-dischanging port-Vossel shall be consigned to the Agents designated in <u>Box 12</u> . See Clause 52	188
		A STATE OF CHARGE OF	188
Vessel is already on domunage. Once on demunage siways on demunage but Charter Party exceptions always to appry to gear proceed on the control of the contro		14. Extra insurance	
	•	Any Extra insurance on cargo due to Vessel's age and/or flag	190
disbursement accounts for Owners' account etc.		and/or class and/or ownership shall be for Charterers' account out leader to the	191
	131	Owners necourt but leader to the	t 192
	132	emount specified in Box 10: such extra incurance chall-be	484
	133	THE PARTY OF THE P	193
	134	deducted from settlement of freight.	784
	135		195
		15. Brokerage	196
and the control of th	136	A brokerage commission as stated in <u>Box 20</u> on the gross amount of freight description and an arms of the gross	,
	137		197
At second or subsequent port(s) of leading or discharging,	138		198
	139	THE PART OF THE PA	199
	140	agreed.	500
The state of the s	141	16. Address Commission	201
	142	An address	2
At all ports any time test shifting from waiting place to bern	143	An address currenteen as stated in Box 21 on the gross	203
shall not count as laytime or as time on demurage.	144		204
Permission Beauty by	145	The state of the control of the state of the	205
Demurrage, Despatch Money	148	and demonage.	
Demorrage is payable by Charterers at the rate stated in		17. ISM Clause	208
	148	From the date of naming late a	207
oth ends per day of 24 consecutive hours or pro rate.	144	From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the certe-	208
THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE OW	149	thereafter during the currence as the or the Vessel and	202
	150	Owners shall procure that both the Vessel and "the	210
por day of 24 consecutive hours or pro-rate.			211
. Sezworthy Trim	151	the requirements of the ISM Code. Upon request the	212
if Citiberari to be increased to	152		213
if ordered to be loaded or discharged at more than one	153		214
	154	(SMC) to the Charterers,	215
	155	EXCOCK BE DIFFERNISE DETAILED IN BUILD TO	216
	156	damage, expense or delay caused by failure on the part of the Owners or the Company to	217
		the Owners or "the Company" to comply with the ISM Code shall be for the Chargest special.	218
A TANK OF IT AND OF CIME OF GRUNDS	157 158	shall be for the Owners' account.	219
Fumigation See Ciouse Sy	r o o	18. Stile of Lading	ž ž
- INTO CONT. A SUR. II A. I HAVE A S. A.	159	The Marine is to Man man	271
t leading and discharging port(s) or places on route at	160	The Master is to sign Bills of Leding as presented without prejudge to the terms condition	
tok not expense. Chartenes are responsible for	181	prejudice to the terms, conditions and exceptions of this	222 223
	162	I admit to him A A sering pages the signing of Bills of	
n board the Vestel during and after the femigation are not	163	Lading to his Agents, but always to be in a strict conformity with a strict conformity with	224 726
weesed to any health hearth whatspever. Charterers	104	MY WING COOK of which is the Control of the Control	224
rdenoke to pay Owners all necessary expenses insured	165	in Willing, copy of which is to be furnished to Charterers.	226
THE PERSON NAMED OF THE PE	166	\$60 claume 47.	27
Stripmon in a management	167	Same shall be released by Owners knimediately upon reseigt	
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#### PART II "SYNACOMEX 2000" Continuet G.

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of a taken from Chancers' Bank confirming that height	229	If up elsewhere for their own economic as made and in the	***
sayssis has been trevocably transformed.	290	of to cociene the Charler Party and and valid testings	294 295
19. Relet	231	Company agree to load full cargo at the open and	296
Charteres have the right to relot all or part of this Charter	232	COLO: Descripte	297
Party, they remaining responsible for the view fulfill man.	592	a) Should be prevent Vessel from reaching part of	
20. Deviation		distributed hereings shall have the entire of treester there.	226
Deviation in saving or attempting to save file or property et	234	Treating Differ to toposting of pavingtion and neutro	300
THE OF THE PROPERTY OF THE PRO	235	demuntage, or of ordering the Vessel to a safe and	301
COVERED SOUR TOURS CONTINUED BY INTERPRED OF THE	236	inmediately eccessible port where she can safely discharge	302
Charter Party and the Owners shall not be liable for any	237	Without risk of detention by ica. Such orders to be given	303
loss or damage resulting therefrom.	235 239	within 48 hours after Mester or Owners have given notice to Charterers of the impossibility of reaching port of	304
21. Lien Clause	494	destination.	305
The Owners shall have a lien on the cargo for treight.	240	b) If during discharging the Master for trace of the day	\$06
deadhraight, demunage, and average contribution due to	241	TOTAL IN MONTHS I BOVING DIS SOUSTE he has toward to the	307
them under fair Charler Party,	242	THE THIRD COULD BE DISE ON DESIGN SHOP IN COMMENCE AND ASSESSMENT	308
·	243	HUBITER CENTER DIC DOT WHEN She can excel-	308
22. Responsibilities and immunities	244	A ALL GREADIA CE LIG CRUCO DE MINOS MANA PREPARATA ""	310
Except as otherwise provided and stipulated in this Charter	245	NE DES OF LEGING STEE SOUND AND MARKS Short second or	3:1
· with his defeated expressive attended that this Change Some	248	which despit as a site had discharged at the committee and	312 313
	247	work follows, excepts that if the night show of the production of the	314
contained in the International Convention for the Unification of certain rules relating to Stirc of Lading, dated Brussels the 25th August 2001	248	SOIL CALORIDE TOU TRUNCED ITTIME THAT STATE AND ALL A THE TENTON	\$15
MON WALL CHANNEL 1354. BY BUSHING IN the College To This wall	249	wasver and all the attractituted point to be increased in	316
THE PARTY OF THE PROPERTY OF MANY STREET, WITHOUT THE PARTY OF THE PAR	250	propertion.	317
	251 252	24. Amended Centrocon Strike Clause	318
When no such enactment is in force in the country of	253	If the cargo carnot be tracted by reason of these or the	319
CONTRACTOR OF CONTRACTOR OF THE CONTRACTOR OF TH	254	Communicates of QLB Sitting of 1 polyment of home street and	320
destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Compulsorily applicable, the terms	255	TO MITTER SESSERIES ID THE KNAMERO OF THE OWNER WILLIAM	321
ALMA SOUC CONTACTION ROUND SHAPE	256	of the control of Stoppage housed the control of the	322
in traces where the international Epigean Communication	257	with the state of	323
	265 250	Of Charles In the Children of its blue Planting	324
STATE TO THE PROPERTY OF THE P	250	· Www. VI II 495 GERED CERRON has Misson because to an an an a	325
TO POST OF THE SECOND S	261	Riots, Civil Commotions or of a Strike or Lookout of any class of workmen essential to the discharge, the time for	328
THE CONTROL SHOULD BOUNDED BY THE CAMPAGE AND LOSS AS A CONTROL OF THE CONTROL OF	282	Loading or discharging, as the case may be, shell not count	327
demage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	283	during the communities of such causes, provided that a	3.0
Save to the extent otherwise in this Charter Party expressly	264	Strike or Lock-out of the Shippers' and/or Receivers' men	329
provided, neither party shall be responsible for any loss of	255	shall not prevent denurrage accruing if by the use of	330
damage or datay or favore in accommon haroundar	266	reasonable diligence they could have obtained other suitable	331
resulting from Act of God, war, civil commotion, quarantine,	207	sabour at races current before the Strike or Lock-out.	332
strikes, lockouts, arrest or restraint of princes, rulers and	288	in case of any delay by reason of the before-mentioned	333
peoples or any other event whatsoever which cannot be	269	Causes, no claim for damages or demurrage, shall be made	334
Evoided or guarded against.	270	all aid cuscifixers i kecompate at the agent and	335
3. Amended General ice Clause	271	THE THROUGH THE DISTORER. Properties of matters of	336
Port of Loading	272		337
S) In fire every of the banding and the	273	of the above causes shall be counted as time used in loading	338
a) in the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last	274	or discharging, as the case may be.	330
port or at any time during the voyage or on Vesset's arrival	275	25. General Average and New Jason Clause	340
TO THE OUT OF THE STATE OF THE	276	부모님 선생님 선생님 선생님 선생님 내 선생님	341
	277		342
The Committee Party Stight his hill and united.	278		343 344
-) it turning the topograp the Mester for four of the	279 280		3/8
THE PARTY OF THE P	261.		346
THE MICH COUNTY COUNTY OF THE PROPERTY AND ASSESSED ASSESSED.	282	In the event of accident, danger, damage or disaster before or after the commencement of the voyage,	347
TOTAL POLICE WILL CHIEFED OF COMMISSION AS ALL 4	283		348
working a particular to such exist of suche leakings a such as	284		349
would be vill bar cardo fitte loaded under the of	286		350 351
" " " " " " " " " " " " " " " " " " "	286		35½
but egainst payment of freight, provided that no extra	287		353
expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all	288	expenses of a general average passes in the	364
Value Compilions as per Charles Darks	289		355
C) In case of more than one learning and and a	290		386
	291	If a marking ship is numbed he added to the same of th	357 358
at liberty either to load the part cargo at the open port and	292	talvage shall be paid for as fully as if me said saiving Ship of shirts beloosed to smarries and saiving	359
· · · · · · · · · · · · · · · · · · ·	203	ways of stude beignord to strandom come	

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# **ORIGINAL**

### PART II

## "SYNACOMEX 2000" Confinent Grain Charterparty

perfer of his Agents may deem sufficient to cover the		and with the later had the	
	361	the range for loading or discharging, and may only cancel	
	352	this Charter Perty if the Charterers shall not have nominated	427
	363		428
	364 365	A MALL LONDONS CULTER! CP	429
and the Charteres shall procure that all Bills of Lading issued	366	c) The Owners shall not be required to gentlement	430
under this Charter Party shall contain the same Clause.	967	carpo for any voyage, or to sign Bits of Lading for any port	431
26. Both-to-Blame Collision Clause	991	or place, or to proceed or continue on any voyage, or on	432
If the liability for any collision in which the Vessel is involved	368	any pert thereof, or in proceed through any canal or	433
while performing this Charter Party falls to be determined	362	waterway, or in proceed to or ramain at any port or place	434
in scrowing with the large Party talks to be determined	370	whatsoever, where it appears, easer after the loading of	435
in accordance with the laws of the United States of America, the following Clause shall apply:	371	the cargo commences, or at any stage of the voyage	436
If the ship corner into particular	372		437
"If the ship comes into collision with another ship as a result of the negligence of the other ship and any soc, neglect or default of the	373		438
default of the master, mariner, pilot or the servants of the	374	T TOTAL OF THE PROPERTY IN CONTROL OF SPRINGS AND	430
carrier in the neutronian as to the carvants of the	375		440
carrier in the navigation or in the management of the ship,	378		441
the owners of the goods partied hereunder will indemnify the partier analysis of the goods partied hereunder will indemnify	377		442
the parrier against all loss or liability to the other or non-	378		443
Carrying ship or her owners in so far as such loss or Rebility	279		444
Represents loss of orderinge to or any claim whatsoever	260		445
of the owners of the said goods, paid or payable by the	381	THE PROPERTY AND A STATE OF THE PROPERTY AND ASSESSMENT OF THE PARTY ASSESSMENT OF THE	446
other or non-carrying ship or her owners to the owners of	382		447
the said goods and sat off, recoupod or recovered by the	383		448
other or non-carrying ship or her owners as part of their	384		449
ciaim against the carrying ship or carrier.	385		450
The foregoing provisions shall also apply where the	388	Part VIDE DIED INS IDECITED BOY IN PROPERTY NAME OF THE PARTY.	451
Owners, Operators or those in charge of any ship or ships	387	THE PARTY WITH CONTROL FROM THE PROPERTY OF TH	452
TO THE WHITE WHITE OF IT ACCOMPANTS AND AND ADDRESS OF THE PARTY OF TH	358	and if the extra distance exceeds 100 miles, to additional	453
And the set of the transfer of the second of	389	freight which shall be the same percentage of the freight	454
and the violations shall prove that all bitte are	390	contracted for as the percentage which the extra distance	465
under this Charter Party shall contain the same Clause.	-	represents to the distance of the normal and customary	456
27. War violes (MV)	391	rouse, the Owners having a line normal and customary	457
27. War risks ("Voywar 1993")	392	rouse, the Owners having a lien on the cargo for such. expenses and freight	458
a) For the purpose of this Clause, the words:	393	d) if at any stage of the voyage after the loading of the	459
(f) "Owners" shall include the shipowners, barehoat	384	carpo commences, it appears that, in the reasonable	460
Charteres, disponent-owners, managers or other operators who are charged with the charged of the charged with the charged wit	395	judgement of the Master and/or the Owners, the Vessel,	461
who are charged with the management of the Vessel, and the Master; and	396	her cargo, crew or other persons on board the Vessel may be, or are likely to be	462
	397	be, or are likely to be, exposed to War Risks on any part of	463
(ii) "War Risks" shall include any war (whether actual or	398	the route (including any carsel or waterway) which is normally	48*
The state of the s	399	and distormarily used in a voyage of the nature contracted	465
"WWW.DUILUM CENTRONIAN WARRING AMAZINIAN II	400	for, and there is another torriger route to the discharging	466
	401	port the Owners shall give notice to the Charterers that	467
	402	this note will be taken, in this event the Owners shall be	468
	403	THE PARTY OF THE STATE PROPERTY AND AND ADDRESS OF THE PARTY OF THE PA	469
	404	additional fraight which shall be the same percentage of	470 -
oertain cargoes or orsews or otherwise howsoever), by any	405	the freight contracted for me the percentage which the extra	471
	405	distance represents to the distance of the normal and	472
	407	Customery route.	473
of the Master and/or the Owners, may be dangerous or are	408	e) The Vessel shall have linear	474
likely to be or to become dangerous to the Vesset, her cargo, craw or other persons on board the Vesset.	409	(i) to comply with all orders discordings are an analysis	475
b) If at any time before the Vessel commences leading, it	410	THE WAR AND AND AN OPENING MATERIAL PARTY AND	۶ <u>۵</u> 6
appears that, in the reasonable judgement of the Master	411		477
and/or the Owners, performance of the Charter Party, or	412	THE PARTY WAY WAY WAS PROPERTY WITH A PROPERTY AND	478
any part of it may expose, or is likely to expose, the Vetsel,	413		479
	414		460
	415		481
	416	group acting with the power to compet compliance with their	48.
	417		483
	418	(ii) to comply with the protects, directions or spans	484
	418	THE PERSON OF BUILDING ASSESSMENT AND ADDRESS OF THE PERSON OF THE PERSO	485
	420	authority to give the same under the terms of the war risks	485
	421	**************************************	487
	122	(III) to comply with the learns of any resolution of the Security	466
	423	THE WINDS PROTECTIVE AND PRODUCED AS ALL -	489
	424		490
Chancerers to nominate any other safe port which lies within	425	THE WINDS CARD BUY HOUR TO SECTION ON ALAN DAY	491
A THE WALL AND THE WALLEY	426	with national laws aimed at entorcing the same in which	492
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FROM:

FRX NO. : 65 63244450

Dec. 06 2006 04:07PM P6

## **ORIGINAL!**

## PART II NACOMEX 2000\* Continent Grain Charterparty

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-SYNACOME)	( 2000° (
the Owners are subject, and to obey the orders and	494
OFFICE OF THOSE WITH THE CHARGE WITH THE THE THOSE WITH	485
114) A CIRCUIDIDE SI SUA DIDEC DOS BUT ODICE OF SERVICE CO.	486
misuri may remote the Vessel liable to configuration as a	497
ADMINISTRATE CRIME!	698
(V) to call at any other port to change the crew or any part	499
thereof of divisi possons on board the Vessal when the trans-	500
reason to believe that they may be subject to intemment,	501
imprisonment or other sanctions:	502
(VI) where cargo has not been loaded or has been	503
discharged by the Owners under any provisions of this	504
Clause, to load other cargo for the Owners' own benefit	605
and carry it to any other port or ports whatsoever, whether	506
backwards or forwards or in a contrary direction to the	507
ordinary or outcompry toute.	508
f) If in compliance with any of the provisions of sub-clauses	508
of the cities and the date of not save and	510
shall not be deemed to be a deviation, but shall be	511
considered as due fulfilment of the Charter Perty.	512
. Arbitration See clause 48	513
Any dispute arising out of the present contract chall be	514
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The decision rendered assenting to the rates of Chambre	516
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THE CONTROL IS A COMPACTE GENERALES SYNACOMEX 2000 from private by authority of SYNDICAT NATIONAL DLI COMMERCE EXTERIBUR DES CEREALES (SYNACOMEX). Any intertien or colouten to the form must be clearly valide. In the overs of any modification and to the proprietable best of the document which is not deathy visible, the last of the origine SYNACOMEX document which is not deathy visible, the last of the origine SYNACOMEX document and document.

Dec. 06 2006 04:08PM P7

ORIGINAL

## m.v. "CRUISER" Charter Party dated London 4th August 2006.

#### Clause 30

MV. CRUISER (EX SIN HAI) Panama 1982 SDBC 27,019mt DWAT on 10.53m SSW GRT/NRT -15,904/8,834
LOA/Beam -182.69/22.40metres
Grain 32,445cbm/bale 31281cbm
7ho/hatches
4Cr8tons
abt 11.kts on abt 18mt IFO (180Cst)+ abt 2.5mt MDO Port cons: abt 3.5mt MDO daily Working/2.5 IDLE ada
Class - HELLENIC
P&I Club - SOUTH OF ENGLAND

Details W.O.G

Owners guarantee that there are no outstanding recommendations of class for the duration of this voyage.

Clause 31

Vessel is suitable for loading of bagged rice which is to be loaded in main holds only.

Clause 32

Laytime to be non reversible between load and discharge ports respectively.

Clause 33

Delete

Clause 34

Lightening at loading/discharging port to be for Shippers/Receivers' time, expense and risk. Shippers/Receivers to supply sufficient fenders for lightening operations. All time for lightening operation will continue to count as laytime.

Clause 35

At load and discharging port(s) any time occupied is shifting from the place at anchorage or layberth to loading/discharging (berths) not to count unless vessel is already on demurrage.

FROM:

FRX NO. : 65 63244450

Dec. 06 2006 04:09PM PB

## m.y. "CRUISER" Charter Party dated London 4th August 2006.



#### Clause 36

At load and discharge ports first opening/last closing of hatches to be at Owners' time, risk and expense. If shore regulations do not permit the crew to open/close hatches then Shippers/Receivers to provide shore labour to perform these operations at their experience and time used to count.

#### Clause 37

If required, vessel to give free of derricks and power to drive them gear, runners, ropes and slings, as on board. Shore winchmen to be employed and same to be for Shippers'/Receivers' account. Vessel to give free use of lights as on board if required for night work. Owners guarantee that the vessel has sufficient cranes in good working order and is properly equipped to load/discharge cargo. Should it be found that the vessel is unable to load/discharge owing to crane and/or equipment not working properly in loading/discharging port, extra time and/or expenses incurred to be for Owners' account, but only in relation to the number of cranes affected.

#### Clause 38

Owners/ Master certify the vessel is in all respects capable and agreeable to 'in sea transit fumigation' as far as a vessel her type can be, with approved products such as aluminum phosphine/ fostoxin, or any other approved products. However if charts use different materials and local authorities require crew to stay ashore, then all related expenses including victualling/ transportation/accommodation to be for Charterers acct and time to count as laytime.

#### Clause 39

Overtime to be for account of party ordering same, but if ordered by Port Authorities or elevator then same to be for Shippers'/Receivers' account. Officers and crew's overtime always to be for Owners' account.

#### Clause 40

On sailing from loading port Master to telex (to be advised) giving cargo quantity loaded/number of bags/ETA discharging port.

#### Clause 41

This fixture to remain private and confidential.

#### Clause 42

Dec. 06 2006 04:13PM P1

ORIGINAL

### m.v. "CRUISER" Charter Party dated London 4th August 2006.

In order to protect cargo, Owners to supply and lay at Owners time and expenses bamboo sticks/mats/plastics/kraft paper or equivalent suitable material provided same accepted by port's regulation.

Vessel to be clean and suitable to load bagged rice, dunnage or oraft paper for Owners' account as required to Shippers surveyors satisfaction. Dunnage to be ordered and paid by Owners but laid by Stevedores at their time.

#### Clause 43

Both at loading and discharging ports, crew tally to be for Owners account. Shore side tally and/or barge tally to be for Shippers respectively Receivers account. Owners to submit to Charters tally findings signed by master and/or authorised by Owners P+I club both at loading and at discharging ports. Same to be done before vessel sails last port of discharge.

#### Clause 44

Owners to authorise agents to issue clean Bills of Lading in accordance with Mate's receipts.

Master to issue clean Mate's receipts and Bills of Lading. Master has the right to reject any damaged/ torn cargo bags and Charterers/ Shippers to replace same by sound ones at Charterers/ Shippers time and account.

#### Clause 45

Owners confirm vessel will sail directly to the discharging ports without any deviation after completion of loading always excepting any deviation en route for bunkering calls or emergencies that may arise.

#### Clause 46

Owners guarantee that vessel has not suffered any General Average in the past 24 months.

#### Clause 47

If required by the Charterers, Owners to discharge cargo without receipt of Original Bills of Lading against Charterers' Letter of Indemnity (no bank countersignature). Letter of Indemnity wording as per usual P and I Club wording. However Charterers undertake to furnish Owners earliest possible with full set of Original Bills of Lading.

### Clause 48 – Freight Payment

FROM:

FAX NO. : 65 63244450

Dec. 06 2006 04:13PM P2

ORIGINAL

### m.v. "CRUISER" Charter Party dated London 4th August 2006.

100% of freight payable less 3,75% commission (2.5% Sundersons + 1,25% Anglomar Shipping Ltd) and less dispatch respectively plus demurrage, if any at loading port, within 3 Banking Days from and signing and releasing Bill(s) of Lading marked "Freight payable as per C/P dated...". Incase Charterers requested Bill(s) of Lading marked 'Freight Prepaid" same to be held in custody of load port Agents and shall be released only after Owners Bank confirmation that freight has been received irrevocably.

Demurrage/Dispatch to be settled within 30 days after completion of voyage.

Full freight deemed earned pro-rata as cargo being loaded, discountless and not returnable vessel and or cargo lost or not lost

Freight to be paid directly into Owners following Bank account: to be advised

#### Clause 49

The Owners represent and warrant that:-

1) It is not Owned or controlled by Libya, North Korea or Iraq

2) The vessel is not Owned or controlled by Libya, Cuba, North Korea or Iraq or any nationals thereof, it is not registered under the laws thereof, and is not Chartered to, or crowed by any nations thereof.

3) The vessel is not engaged in trade with Cuba (i.e. not carrying any goods in which Cuba or Cuban national has an interest). The Owners acknowledges that the forgoing representations and warrants are of a continuing nature and Owners agree to indemnify and hold hamless Charterers for all costs, losses and liabilities arising from any breach of these representations and warranties.

### Clause 50 - Arbitration Clause:

Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two chosen: their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men.

#### Clause 51

Owners/Master warrant that they will take all necessary measures and precautions to protect the cargo from rain or other damage caused by failure to close vessel's McGregors hatches timely.

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**ORIGINAL** 

## m.v. "CRUISER" Charler Party dated London 4th August 2006.

(3) The Master shall not be required to load cargo or continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load and discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause shall in any case be payable on the quantity delivered.

#### Voywar 1950

- (4) If at the time the Master elects to proceed with part or full cargo under Clause 3 or after the Vessel has left the loading port, or the last of the loading ports, if if more than one, it appears that further performance of the last of the loading ports, the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any If no such orders shall be received from the Charterers within 48 hours after the nomination of a substitute discharging port, the Owners shall be at liberty to such affreightment in the event of cargo being discharged at any such other port, the or ports named in the Bill(s) of Lading or to which the Vessel may have been
- (5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise destination or to delay proceeding thereto or to proceed to same other port of given by any other Government or by any belligerent or by any organised body acting or purporting to act as or with the authority of any Government or the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If by reason of or in compliance with any such

Dec. 06 2006 04:14PM P3



## m.v. "CRUISER" Charter Party dated London 4th August 2006.

#### Clause 52

Any taxes dues on vessel to be for Owners account. Any taxes/dues/wharf/commissions on cargo to be for Charterers account.

Over Age Premium to be for Charterers account.

Indian freight tax to be for Owners account.

#### Clause 53

Owners paying load port disbursements account.

At discharging port vessel's D/A to be for Charterers' account and following clause to apply:

At discharging port the Charterers to appoint their nominated Agents and to be responsible for the payment of all disbursement expenses and any other charges incurred for enabling the vessel to use the port and berths for the purposes of discharging the cargo - which include but are not limited to costs such as agency fees, tugs, pilotage charges, port dues, canal costs, light dues, boatage, authorities fees, sundries, comms, etc. whether all herein stated items are charged on vessel and/or freight and/or cargo, and any other compulsorily charged items, to be for Charterers' account. This sum to exclude Owners.

Charterers Agents both ends: 10 be advised

Charterers undertake to obtain and provide to owns vessel's 'S.E.N.' no for entering Nigerian waters

#### Clause 54

Additional clause to apply for Yemen and Nigeria:

In the event of any alleged cargo claims/shortages Charterers/ Receivers are to accept Owners' Pandi Club Letter of Guarantee/ bond only. No cash settlement to be allowed whatsoever. Owners Pandi Club is South of England.

If vessel is not released then immediately vessel goes on detention at USD 12,000 per day pro rata plus costs of bunkers consumed and any other directly related costs until vessel is released.

Clause 55

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# ORIGINAL

#### m.v. "CRUISER" Charter Party dated London 4th August 2006.

If it is requested by Charterers, a survey may be carried out at their time and risk and expense to establish vessel's holds and hatch covers suitability to load bagged rice and Owners to have the right to be represented during such survey by their P&I surveyors. In case of disagreement between the two surveyors then an independent surveyor to be appointed whose findings to be binding for both parties. In case of any deficiency, then same to be promptly made good by the Owners and any time lost from the time of rejection till the time of acceptance not to count as laytime.

#### Clause 56.

At loading port holds and all access to holds to be sealed in the presence of the master/shippers. At discharging port same to be opened in the presence of the master/receivers, time to count till completion of unsealing.

Charterers and receivers will indemnify Owners for any piljerage declared by Master at the end of each day of discharge and signed by the P+I club.

#### USA Clause Paramount:

This Bill of Lading shall effect subject to the provisions of the carriage of goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said act, if any term of this Bill of Lading be repugnant to said act to any extent such terms shall be void to that extent, but no further.

#### P and I Bunker Deviation Clause

This vessel, in addition to all other liberties, shall have the liberty as part of the contract voyage and at any stage thereof to proceed to any port whatsoever, whether such ports are on or off the direct and/or customary route or routes, to the ports of loading or discharge named in the Charter, and there take oil bunkers in any quantity in the direction of the Owners, even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the Chartered voyage.

#### Voywar 1950

- (1) In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.
- (2) If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.

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direction or recommendation, anything ids done or is not done, such shall not be deemed a deviation.

- (b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreighment and the Owners shakk be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which, the Vessel may have been ordered pursuant thereto.
- (6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.

ation with Ltd

THE OWNERS:

THE CHARTERERS: